



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: American Imaging Services, Inc.--Request
for Declaration of Entitlement to Costs

File: B-246124.4

Date: December 30, 1992

John E. Menechino, Esq., Smith, Currie & Hancock, for the
protester.
Gregory H. Petkoff, Esq., Department of the Air Force, for
the agency.
Daniel I. Gordon, Esq., and Paul Lieberman, Esq., Office of
the General Counsel, GAO, participated in the preparation of
the decision.

DIGEST

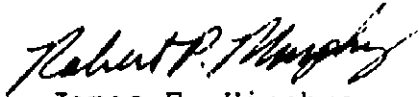
Protester is not entitled to the costs of pursuing its claim
for costs before the General Accounting Office, where the
agency withdraws its objection to the amount of costs
claimed within 3 weeks of the protester's submission of a
statement substantiating its claim.

DECISION

American Imaging Services, Inc. (AIS), requests that our
Office determine the amount of the costs to which AIS is
entitled pursuant to our decision sustaining AIS' protest,
American Imaging Servs., Inc., B-246124.2, Feb. 13, 1992,
92-1 CPD ¶ 188. In that decision, we found that AIS was
entitled to recover from the Department of the Air Force the
reasonable costs of filing and pursuing AIS' protest,
including attorneys' fees.

AIS filed this request because the agency and the protester
were unable to reach agreement as to the amount of
recoverable costs. Subsequently, the Air Force advised our
Office that it was withdrawing its earlier objection to the
protester's claim for costs and that it does not oppose a
finding that AIS is entitled to recover the amount it
sought. This action by the Air Force renders academic the
protester's request to our Office. Since it is not our
practice to consider academic questions, the request to
determine the amount of costs is dismissed. See East West
Research, Inc.--Recon., B-233623.2, Apr. 14, 1989, 89-1 CPD
¶ 379.

AIS also requests that our Office declare the protester entitled to the costs of pursuing the claim for costs before our Office. The purpose of our regulation allowing such recovery, 4 C.F.R. § 21.6(f)(2) (1992), is to encourage expeditious agreement between a successful protester and the contracting agency as to the quantum of the recoverable costs. Here, the delay in the agency's agreement to the quantum of the cost claim was not so great as to warrant finding the protester entitled to the costs of pursuing its cost claim.¹ Accordingly, we find that AIS is not entitled to recover those costs.


James F. Hinchman
for General Counsel

¹The protester submitted its cost claim to the agency in May 1992, 3 months after we issued our decision sustaining the protest. After the Air Force challenged the claim because it did not appear to differentiate between costs associated with the sustained protest and costs incurred in connection with other legal work, the protester filed its claim for costs with our Office in July 1992. In response to the Air Force's concern, the protester sent the agency a letter, dated September 9, 1992, in which it set forth the origin of the various costs itemized in its claim and explained that all the claimed costs were related to the sustained protest. Three weeks later, on October 1, the Air Force withdrew its objection to the cost claim.